



02-16-17
16-MED-04-0493
0380-01
K35342

AGREEMENT
BETWEEN
THE WILMINGTON PUBLIC LIBRARY
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL 316

SERB CASE NO. 2016-MED-04-0493

Effective Through
July 29, 2019

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Preamble	1
1	Recognition	1
2	Management Rights	1
3	Discrimination and Coercion	3
4	Dues Deduction & Fair Share Fee	3
5	Union Representation.....	4
6	Work Rules	5
7	Seniority	6
8	Vacancies/Promotions.....	7
9	Employee Discipline	8
10	Grievance Procedure	9
11	Labor/Management Meetings	12
12	Fitness for Duty.....	13
13	Performance Evaluation	15
14	Hours of Work & Overtime	15
15	Employee Expenses	17
16	Uniforms & Appearance	18
17	Insurance	18
18	Wages.....	19
19	Holidays	20
20	Vacation	21
21	Other Leaves	22
22	Sick Leave and Related Absences.....	24
23	Layoff/Recall.....	26
24	No Strike/No Lockout.....	27
25	Waiver of Negotiations	28
26	Savings Clause	28
27	Duration	29
28	PERS Pickup.....	29
29	Tuition Reimbursement	29
30	Health and Safety	30
31	Personnel Files	31
	Signature Page	32
	Appendix A: Job Classifications	33
	Appendix B: Attendance	34
	Appendix C: Wages.....	35
	Appendix D: Emergency Response Plan.....	36
	Memorandum of Understanding.....	37

PREAMBLE

This collective bargaining agreement ("Agreement") is between the Wilmington Public Library of Clinton County, hereinafter referred to as the "Employer," and Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO, and its Local #316, hereinafter referred to as "OAPSE" or "the Union."

The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 **RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Wilmington Public Library in the classifications of Custodian, Page, Circulation Associate, Reference Associate, Maintenance/Custodian, and Facilities Maintenance as certified and on file by the Ohio State Employment Relations Board (hereinafter "SERB") on August 21, 1997 (97-REP-06-0136), including all amendments and clarifications existing or agreed to in the future as certified by SERB.

Section 1.2. All positions and classifications not specifically established as being included in the bargaining unit, shall be excluded from the bargaining unit, including but not limited to all professional employees, confidential employees, management level employees and supervisors, as defined by Chapter 4117 of the Ohio Revised Code.

Section 1.3. This recognition shall continue in effect unless altered in accordance with the Ohio Revised Code.

Section 1.4. The re-titling of a position as a result of the development of a classification plan by the Employer shall not affect bargaining unit inclusions or exclusions.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but without limitation to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations;
- D. The right to establish, change, combine, or discontinue job classifications and the right to prescribe and assign job locations, or relocations, and job duties, content, and classification, and establish wage rates for any new or changed classifications;
- E. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- G. The right to establish training programs and upgrade requirements for employees within the organization;
- H. Determine the adequacy of the workforce;
- I. The right to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business;
- J. Determine the overall mission of the employer, and take actions to carry out that mission;
- K. Effectively manage the workforce.

Section 2.2. The Employer shall have the right to make and enforce reasonable rules and regulations including but not limited to matters of discipline, safety, and attendance, and the Employer shall be free to adopt and enforce such further rules as it sees fit provided, however, that no rule shall violate any provisions of this Agreement.

Section 2.3. Chain of Command

- A. All employees are expected to follow the Chain of Command whenever possible. Communication is not expected to bypass a level of command without the knowledge of the intervening level. In the absence of the Director, the Assistant Director, or his or her designee shall assume the Director's responsibilities in the Chain of Command.
- B. Employees shall work all concerns through the grievance procedures.

ARTICLE 3
DISCRIMINATION AND COERCION

Section 3.1. The Employer and the Union agree that neither will unlawfully discriminate against any employee on the basis of race, color, sex, age, religion, military status, ancestry, national origin, handicap, disability, or Union membership or non-membership.

Section 3.2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.3. The Library has no tolerance for sexual discrimination; all employees will comply with the complete sexual discrimination policy contained in the Wilmington Public Library Personnel Policy Manual.

ARTICLE 4
DUES DEDUCTION & FAIR SHARE FEE

Section 4.1. The Employer agrees to deduct union membership dues from earned wages for all employees who voluntarily submit written authorization. Dues will be deducted twice each month from a regular paycheck of bargaining unit employees. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.

Section 4.2. Within fifteen (15) days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

Section 4.3. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization; in accordance with the terms of this Agreement.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 4.6. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence ninety-one (91) days following an employee's date of hire. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. The Union agrees to provide the Employer with a copy of its most recent annual notice sent to fair share fee payors each year prior to any fair share fee amounts being deducted by the Employer.

Section 4.7. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.8. The rate at which dues and fair share fees are to be deducted shall be certified to the Employer, in writing by the Union. The Union shall give to the Employer notice of any change to the annual dues and fair share fee rate at least thirty (30) days in advance of the effective date of any change. The Employer agrees to implement any change in annual dues and fair share fee rate on the effective date indicated by the Union so long as the thirty (30) day advance notice has been provided.

Section 4.9. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year including any deferred or tax-sheltered compensation.

ARTICLE 5

UNION REPRESENTATION

Section 5.1. Rules governing the activity of OAPSE representation are as follows:

- A. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.
- B. The OAPSE representatives shall not enter any work areas of the Employer without obtaining permission from the Employer or the designated representative of the Employer, and shall not conduct Union activities in any work area(s) without notifying the supervisor(s) in charge of that area of the nature of the Union activity.
- C. This privilege is subject to the approval of the supervisor in the library and subject to the understanding that work assignments are not to be interfered with, except with the approval of the supervisor in the Library.

Section 5.2. The Union shall provide the Employer an official roster of its local officers, assigned Union representatives, and the Grievance Chairperson, which is to be kept current at all times by the Union and shall include the following:

1. Name;
2. Union position held; and
3. Work address and phone number of non-employee representatives.

No employee shall be recognized as a Union Grievance Chairperson or representative until the Union has presented the Employer with written notice of that person's selection.

Section 5.3. The investigation and writing of grievances shall be on non-work time. Grievance meetings and hearings will be at mutually agreed-upon times and places. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5.4. The Union may provide one (1) bulletin board for exclusive use by the Union in the staff break area. This bulletin board shall be placed in the staff break area in a conspicuous place where it is available to all employees. Notices posted on this bulletin board shall be approved by the Director or his or her designee prior to the material being posted.

Section 5.5. A three (3) day leave of absence with pay shall be granted to officers of the local and duly certified delegates to the OAPSE Annual Convention, provided that such number of delegates shall not exceed a total of two (2) delegates from the local. Delegates may attend the convention only after a formal written request has been submitted by March 1st of each year. No expenses other than the three (3) day leave of absence with pay will be paid by the Employer.

Section 5.6. The Union may use the Library for Union meetings on the same basis, and following the same restrictions of availability, scheduling, fees, liability, application procedure, and rules, as any other citizen groups or organizations requesting such use.

ARTICLE 6 **WORK RULES**

Section 6.1. The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules.

Section 6.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 6.3. Any additions or amendments to the work rules shall be reduced to writing, posted on library bulletin boards for a period of five (5) working days, and signed by all employees to

acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on a leave of absence, vacation, or sick leave shall be required to sign the acknowledgement within three (3) working days upon return to work.

The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusions of the acknowledgement or posting period.

Section 6.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Director, or designee, or by the use of outside vendors for the conduct of awareness training.

Section 6.5. This section shall not be interpreted in any manner to relieve any employee of his/her responsibilities to follow the established rules and procedures of good conduct.

ARTICLE 7 **SENIORITY**

Section 7.1. To the extent permitted by law, and consistent with the responsibilities of the Library to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.

- A. System seniority shall be defined as the length of employment by an employee with the Library as computed from the employee's earliest date of hire, without a break in service. The Employer agrees to maintain a seniority list of all employees in the bargaining unit including name and date of employment. Ties in seniority will be broken by who has the highest last four (4) digits in their social security number. The employee with the highest number will hold the higher seniority ranking.
- B. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications will correspond with the job classification set forth in Exhibit A of this Agreement.

Section 7.2. There shall be a probationary period of ninety (90) days to allow the Employer to determine the fitness and adaptability of any new or promoted employee to do the work required. The probationary period shall be automatically extended the number of days the employee is absent for any reason, other than Holidays or approved Personal Days, during the initial ninety (90) days. The initial probationary period may be extended one (1) time (up to an additional ninety [90] days) if the Employer determines additional evaluation of the employee's performance is needed. During the initial or extended probationary period(s), a new employee shall have no seniority rights and his or her discharge or layoff, for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. New employees retained beyond this probationary period shall have their system seniority computed as to their date of hire, and their job classification seniority will be computed as of their latest date of entry into the job classification.

Section 7.3. An approved leave of absence, absence due to layoff, military leave, disciplinary suspension, or workers' compensation leave does not constitute a break in continuous service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.

The following situations, while not all-inclusive, constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause or involuntary separation;
- B. Retirement;
- C. Layoff and expiration of recall rights;
- D. Failure to return to work within the time provided for recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

ARTICLE 8 **VACANCIES/PROMOTIONS**

Section 8.1. Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such a vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice on the bulletin boards where employee notices are usually posted for five (5) working days prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor, location of reporting and working, and the deadline and place of application.

Section 8.2. The Employer will select the most qualified applicant. The Employer may consider the following criteria in selecting the most qualified applicant: experience; ability to perform the work; education; records of attendance and discipline; other qualifications including testing results; and seniority. If the qualifications of two (2) or more applicants are relatively equal, then the applicant with the most system seniority shall be selected.

Section 8.3. The Employer reserves the right to require involuntary reassignments within the same classifications, as needed.

Section 8.4. A copy of each vacancy posting will be provided to the Local President.

Section 8.5. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to sixty (60) calendar days pending the Employer's

determination to fill the vacancy on a permanent basis. Additionally, nothing in this Article shall be construed to require the Employer to fill a vacant position.

Section 8.6. Nothing in this Article shall be construed to limit or prevent the Employer from hiring an individual that is not currently in the bargaining unit to fill a vacant position or assume a newly created position once the Employer has met its obligations under the contract.

Section 8.7. If a library branch site is established, personnel will be hired per Article 8 (Vacancies/Promotions). Employees may be reassigned to any Employer location per Section 8.3 for no longer than ninety (90) days. Further, the Employer has the right to designate one (1) employee as a “floater” who may be assigned to any site on a day-to-day basis without the restrictions above, and without the restriction in Section 8.3. The parties agree that the “floater” position will be included in the bargaining unit.

ARTICLE 9 **EMPLOYEE DISCIPLINE**

Section 9.1. No employee shall, for disciplinary reasons, be given a Level 3 Warning, reduced in pay or classification, suspended for more than three (3) days, or discharged except for just cause. Forms of disciplinary action are:

- A. Level 1 – Verbal Warning;
- B. Level 2 – Written Warning;
- C. Level 3 – Written Warning or a Suspension without pay for more than three (3) days;
- D. Reduction in pay;
- E. Reduction in classification or demotion (optional); and
- F. Discharge from employment.

Section 9.2. Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Nothing in this Article or Section shall be construed to limit the Employer's discretion to impose an appropriate level of discipline under the specific factual circumstances. The disciplinary process shall begin within sixty (60) calendar days from the date the Employer knew, or should have known, of the incident.

Section 9.3. Whenever the Employer determines that an employee may receive a Level 3 Warning or be suspended, reduced in pay, demoted, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated, and generally an explanation of the Employer's evidence supporting the allegations. If

after two (2) years of an incident resulting in a verbal or written reprimand the employee does not have any same and/or similar discipline, then the reprimand shall have no force and effect in future progressive discipline.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by the Union Grievance Chairperson, local officer, or OAPSE representative during such response.

Section 9.4. It is understood by the parties that newly-hired probationary employees may be terminated at any time during their probationary period and shall have no appeal over such action.

Section 9.5. Carrying or possessing firearms, explosives or other weapons on Library property or in Library vehicles at any time, or personal vehicles while on Library business, including carrying or displaying a weapon or handgun while on strike or picketing whether on or off duty, is a major infraction which will result in immediate discharge.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 10.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 10.2. A grievance, under this procedure, may be brought by a member of the bargaining unit or by the Union on behalf of unit members or itself. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 10.3. Probationary employees shall have the right to utilize the grievance procedure. However, the grievance procedure shall not be available for challenging or appealing discipline imposed during probation, probationary reductions, or probationary removals, or the one (1) time extension of the probationary period (not to exceed an additional ninety [90] days) for the needed additional evaluation of performance.

Section 10.4. All written grievances shall be submitted on the grievance form mutually agreed upon by the parties, and should contain the following information:

- A. Aggrieved employee's name, classification, and signature;
- B. Date grievance is being filed;
- C. Date, time, and location (if appropriate) of incident giving rise to the grievance;
- D. A description of incident or statement of perceived facts;
- E. Sections of the Agreement alleged to have been violated;

F. Desired remedy to resolve the grievance.

Section 10.5. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be advanced by the employee to the next step in the grievance procedure.

Section 10.6. Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 10.7. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. Whenever used in this procedure, "days" shall not include Sundays or recognized holidays unless calendar days are specified.

Section 10.8. A grievance must be submitted to the grievance procedure within ten (10) calendar days of the incident, or knowledge of the incident, giving rise to the grievance; however, in no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the facts.

Section 10.9. The Employer's answer to a grievance is deemed received upon hand delivery or certified mailing to the grievant and the Union.

Section 10.10. The following steps shall be followed in the processing of a formal grievance:

Step 1 – Informal:

Within the established time limits specifically enumerated in Section 10.8 above, the employee shall discuss the complaint with the Director or his or her designee with the objective of resolving the matter informally. The Director or his or her designee shall investigate and respond to the employee within ten (10) calendar days of the informal discussion. The grievant may waive Step 1 and file a formal grievance immediately at Step 2 within the ten (10) day time limit stipulated above. The ten (10) day time limitation on responding to the grievance, mentioned above, will automatically be extended up to ten (10) additional calendar days where the response period is interrupted by vacation, sick leave, or other leave of absence taken by the Director or his or her designee.

Step 2 – Director

If the grievance is not resolved at Step 1, or if the employee waives Step 1, the employee shall submit his or her written grievance to the Director or designee within ten (10) calendar days of the

Step 1 response, if one was given. A copy of all written documents involved in the action shall be attached to the grievance and made a part thereof. The Director, or designee, shall have ten (10) calendar days in which to schedule a meeting, if he or she deems necessary, with the aggrieved employee. The Director, or designee, shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date or ten (10) calendar days following receipt of the grievance, whichever is later. The ten (10) calendar day time limitations on scheduling a meeting and responding to the grievance, mentioned above, will automatically be extended up to ten (10) additional days where the meeting and/or response period is/are interrupted by vacation, sick leave, or other leave of absence taken by the Director or his or her designee.

Step 3 – Arbitration

If the grievance is not resolved at Step 2, the Union based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, or thirty (30) calendar days after the stipulated time limits have lapsed, whichever is applicable, the Union shall notify the Employer of its intent to seek arbitration over the unresolved grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be resolved based on the Step 2 reply.

The Employer and OAPSE shall immediately thereafter select an arbitrator to hear the dispute. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) (All Ohio) shall be requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting arbitration shall strike the first name. Each party may once reject the list and request another list of seven (7) arbitrators from FMCS. The party requesting arbitration shall be responsible for the costs of the initial panel list. Any party rejecting a panel shall be responsible for the costs associated with requesting a substitute list. If a grievance is withdrawn or a hearing is postponed after the arbitrator is selected and scheduled, the party responsible for withdrawing the grievance or postponing the hearing shall be assessed any cancellation or postponement fee charged by the arbitrator.

The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or make any award based upon rights arising under any previous agreement, grievance, or practice. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations

or declarations of opinion which are not directly essential in reaching the determination. If arbitrability is an issue in a case, the arbitrator must first determine the arbitrability issue before proceeding to the merits of the case. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

The costs and fees of the arbitrator shall be borne by the losing party, except where the award represents a split decision, in which case the arbitrator shall assign costs. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter or any other method of providing an official transcript of the hearing shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 10.11. When an employee covered by this Agreement chooses to represent himself or herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of his or her right to be present at the adjustment.

Section 10.12. Disciplinary actions of Level 1 and Level 2 Warnings taken by the Employer against any bargaining unit employee, may be appealed up to Step 2 of the grievance procedure, but shall not be appealed to Step 3, arbitration.

ARTICLE 11

LABOR/MANAGEMENT MEETINGS

Section 11.1. In the interest of sound labor/management relations, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every three (3) months, unless matters of an urgent nature require immediate attention. No more than three (3) employee representatives in pay status will attend such meetings. The Employer and OAPSE may have representatives as each deems necessary to address the issues.

Section 11.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify OAPSE of changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

- D. Disseminate general information of interest to the parties.
- E. Give OAPSE representatives the opportunity to share the views of its members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to improve efficiency and work performance.

Section 11.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

Section 11.4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

Section 11.5. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Library, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union and a joint petition for amendment of the bargaining unit shall be filed with the State Employment Relations Board (SERB). If the parties do not agree, the parties shall jointly petition SERB pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations for a determination of bargaining unit status.

ARTICLE 12 **FITNESS FOR DUTY**

Section 12.1. In the interest of health, safety or job performance, the Employer may require that an employee submit to a medical or psychiatric examination in order to determine the employee's capability to perform the essential functions of the employee's position, or to perform the essential functions of a position which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be conducted by a licensed physician or psychiatrist selected by the Employer. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include physical and mental requirements of the employee's position, essential function statement, job classification specification, and position description. The cost of the medical/psychiatric examination shall be paid by the Employer. An employee found to be unable to perform the essential functions of his or her position by such physician shall be placed on illness or disability leave, if available.

Section 12.2. The Employer may require an employee to undergo a medical or psychiatric examination prior to returning to work from an approved leave of absence or in order to remain on leave. Such examinations shall be conducted by a licensed physician or psychiatrist selected and paid for by the Employer.

Section 12.3. Drug and alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee had tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 12.4. All drug and alcohol tests shall be conducted in accordance with the Department of Health and Human Services (DHHS) procedures. A positive result for drugs shall be determined by the cutoff levels established by the Department of Transportation in 49 CFR Part 40 for marijuana, cocaine, opiates, amphetamines, and phencyclidine. A positive result for alcohol shall be defined as any detectable level of alcohol.

Section 12.5. A positive result on any drug and/or alcohol test may result in discipline, up to and including discharge. In lieu of immediate disciplinary action, the employee and the Union may request a last chance agreement.

Section 12.6. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating Employer policies. Employees who voluntarily admit problems with drugs and alcohol prior to violating Employer policies or this Article will not have his or her job security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline where the Employer initiates disciplinary action for violation of its policies or this Article and/or for manufacturing, distributing, dispensing, possessing, or using drugs in the workplace. Rather, an employee who seeks treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in a disciplinary hearing.

Section 12.7. It will be the responsibility of the employee to comply with the Employer or designee's referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination. An employee who is referred to a counseling or rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment. Further, failure to participate in a drug and/or alcohol test under this article is insubordination, a form of misconduct with disciplinary penalties up to and including discharge.

Section 12.8. All costs associated with counseling, treatment, or rehabilitation shall be the responsibility of the employee, to the extent such services are not covered by the Employer's health insurance policy.

ARTICLE 13 **PERFORMANCE EVALUATION**

Section 13.1. Each employee will be evaluated annually by his or her supervisor. A performance appraisal may occur more frequently than once a year if requested by the employee or recommended by the supervisor.

Section 13.2. A copy of each evaluation will be reviewed with the employee with a copy given to the employee. No evaluation of any employee will be filed in the employee's personnel file without an opportunity for a discussion between the employee and the evaluator. Each supervisor and employee shall sign the evaluation form. The signature by either party does not constitute approval or disapproval but only that the evaluation has been reviewed. The reviewed evaluation will be placed in the employee's file regardless of whether either party agrees to sign the completed evaluation form.

Section 13.3. An employee may present written comments which shall be dated and entered as an attachment to the evaluation form.

Section 13.4. Performance appraisals will not be considered discipline, and therefore, are not subject to the Grievance procedure. However, unsatisfactory performance may lead to discipline.

Section 13.5. Evaluations will include recommendations for improvement. An evaluator shall provide specific recommendations in cases where warranted.

ARTICLE 14 **HOURS OF WORK & OVERTIME**

Section 14.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing temporary positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 14.2. The work period shall begin at 12:00 a.m. on Thursday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 11:59 p.m. the following Wednesday. The pay period shall run from 12:00 a.m. on Thursday and continue for fourteen (14) consecutive calendar days (three hundred thirty-six [336] consecutive hours) ending at 11:59 p.m. the second Wednesday.

Section 14.3. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period. The Employer will post a work schedule sixty (60) days in advance; however, the Employer may modify the schedule at any time due to operational needs. The Employer may consider flexible daily work schedules which may be of mutual benefit to the Employer and its employees.

Section 14.4. When an hourly employee is required to work in excess of forty (40) hours during the seven (7) day work period, he or she shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime for the same hours worked. The Employer must authorize any overtime work before such work is performed.

Section 14.5. An employee may elect to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime. Such time off will be granted at the rate of one and one-half (1½) hours off for every hour worked, and will be scheduled at a time mutually convenient to the employee and the Employer. Twenty-four (24) hours notice must be given to schedule compensatory time off, and granting of time off must be verified by the Director, or designee, in advance of the time off. The Union and the Employer agree to abide by the Fair Labor Standards Act (FLSA) as it applies to this Article; however, the Article is meant to guarantee only the minimum standards provided under the FLSA. The parties agree that in the event a complaint is filed with the Department of Labor concerning compliance with the FLSA, the minimum standards of the Act are to be applied in determining whether there has been a violation.

Section 14.6. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 14.7. Whenever the Employer determines overtime is necessary to meet the operational needs of the Library, any or all employees may be required to work overtime.

Section 14.8. Employees who are not exempt from overtime under the Fair Labor Standards Act shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 14.9. Anyone scheduled to work over five (5) hours in any one (1) day shall normally receive a one (1) hour unpaid meal period; however, upon approval of the Director or his/her designee, an employee may elect to receive a one-half (1/2) hour unpaid meal period instead of the normal one (1) hour unpaid meal period. The scheduling of meal periods shall be subject to the approval of the Employer.

Section 14.10. Each bargaining unit employee will be entitled to one (1) fifteen (15) minute work break for every four (4) hours actually worked.

Section 14.11. All employees covered under the terms of this Agreement shall sign in/clock in on or prior to their starting time.

Section 14.12. Attendance shall be in accordance with Appendix B.

Section 14.13. If the Clinton County Sheriff declares a Level 3 warning, or closes the roadways, and if a library location is open, such location shall be closed, and employees working at the location that day shall be sent home without loss of pay.

Section 14.14. If the Employer closes a library facility on a normally scheduled workday, and if the Employer does not reschedule or reassign employees to other locations or activities, the Employer shall release employees working at such facility without loss of pay.

ARTICLE 15

EMPLOYEE EXPENSES

Section 15.1. All travel by bargaining unit employees on Library business authorized by the Director or designee will be reimbursed at an amount within the limits of the travel appropriations listed within this article. It is expected that an employee will keep expenses at a modest level. The following are expense reimbursement limitations:

- A. **Travel:** Mileage will be reimbursed at the current IRS rate. Parking will be fully reimbursed provided receipts are submitted reflecting the proper amount. The cost of public transportation will be reimbursed at full value provided that receipts are submitted.
- B. **Meals:** Meals included in registration fees will be reimbursed up to thirty dollars (\$30.00) per day, but not to exceed fifteen dollars (\$15.00) per meal, for Wilmington Library staff where travel outside the City of Wilmington is required. Receipts must be submitted for all restaurant meals claimed.
- C. **Lodging:** Lodging will be reimbursed up to seventy dollars (\$70.00) per day, provided that receipts for all claimed lodging expenses are submitted.
- D. **Tips:** Tips, alcoholic beverages, entertainment other than that required in performance of job duties and responsibilities, room service, other expenses where no receipt is provided, etc. are not subject to reimbursement.
- E. **Staff Development:** It is the Employer's policy to encourage staff development and membership in professional organizations. All employees are eligible to participate in such staff development subject to the employees' work assignments and the Employer's work load requirements. The Director or designee will select those employees who will attend such events on work time (as library business).

ARTICLE 16
UNIFORMS & APPEARANCE

Section 16.1. In the event uniforms, identification tags/cards, or equipment are required by the Employer, such uniforms, identification tags/cards, or equipment will be provided by the Employer to the employees in quantities specified by the Employer. No more than two (2) identification tags/cards will be provided to all members of the bargaining unit each year of the contract. Replacement of additional lost tags/cards shall be made at the expense of the employee.

Section 16.2. Employee appearance shall be clean, neat and professional at all times. Sweat pants/suits, and tee shirts, or other similar apparel, are prohibited as inappropriate for the delivery of Library services. Denim jeans are not appropriate apparel Monday through Thursday. Employees scheduled to work on Friday and Saturday may dress casual; however, all casual apparel must be clean, neat and in good repair. Employees are permitted to wear denim jeans on Friday or Saturday only if the Employee also wears a Wilmington Public Library insignia shirt.

Section 16.3. Employees must return all uniforms, identification tags/cards, equipment, and other items issued by the Employer when they are separated from employment with the Employer.

Section 16.4. An employee shall not receive his or her final paycheck until such time as all uniforms, equipment, and other items issued to the employee by the Employer have been returned.

Section 16.5. If an employee is uncertain about the appropriateness of business attire, the employee should discuss the situation with the Director or designee before wearing such attire.

ARTICLE 17
INSURANCE

Section 17.1. The Employer shall make the same general insurance and hospitalization plans, including a prescription drug plan, available to all full-time bargaining unit employees, and at the same cost to the employee, that it makes available to all other employees who are not members of the bargaining unit and who are not a participant in an individual employment contract.

Section 17.2. Upon the request of one or both Parties, the Parties shall form a Health Insurance Plan committee, consisting of bargaining unit and non-bargaining unit members. The purpose of the committee is to study available insurance options and make periodic recommendations to the Board. Two (2) non-bargaining unit employee representatives and two (2) bargaining unit employee representatives participate on this committee.

Section 17.3. A newly hired bargaining unit employee will receive documentation pertaining to available health/medical benefits within seven (7) calendar days of hire. Any existing bargaining unit member who changes employment status from full-time to part-time, or from part-time to full-time, will receive notification of such in writing within seven (7) calendar days.

ARTICLE 18

WAGES

Section 18.1. During the life of this Agreement, the hourly rates of pay for bargaining unit employees shall be established in Appendix C.

Section 18.2. Effective at the beginning of the pay period which includes July 30, 2016, all bargaining unit employees shall receive a three percent (3%) increase and such increase shall be within the pay plan established in Appendix C.

Section 18.3. Effective at the beginning of the pay period which includes July 30, 2017, all bargaining unit employees shall receive a three percent (3%) increase, as described in Appendix C.

Section 18.4. Effective at the beginning of the pay period which includes July 30, 2018, all bargaining unit employees shall receive a three percent (3%) increase, as described in Appendix C.

Section 18.5. New hires shall begin at the applicable pay rate for the classification based upon experience and education.

Section 18.6. To be eligible for a wage increase an employee must have worked at least one hundred eighty (180) calendar days. Newly hired employees who are not eligible for the annual increase because of this section will receive the negotiated wage increase upon completion of the one hundred eighty (180) calendar day period. Such increase shall be prospective in nature, not retroactive. Such increase becomes effective in the pay period following the completion of the one hundred eighty (180) day period. Absences which would qualify as FML (Family and Medical Leave) will be counted as time worked for purposes of this Section.

Section 18.7. Wages will be paid according to the following classifications: Page; Circulation Associate; Reference Associate; Facilities Maintenance; Maintenance/Custodian; and Custodian.

Section 18.8. Effective at the beginning of the pay period which includes July 30, 2002, all bargaining unit employees who have completed five (5) full years of employment with the Employer shall be eligible for Longevity. Such Longevity shall be an additional ten cents (\$.10) per hour after the fifth year and an additional ten cents (\$.10) per hour for each year thereafter up to fifteen (15) years. Such Longevity would result in a maximum of one dollar (\$1.00) per hour additional compensation for the fifteen (15) years or more of service.

Section 18.9. All retroactive wage increases will only be available to all members of the bargaining unit who are employed by the Library Board as of the date of ratification of this agreement.

ARTICLE 19
HOLIDAYS

Section 19.1. All full-time and part-time employees normally working at least twenty (20) hours per week shall receive holiday pay for the following holidays, which shall be observed on the day indicated:

New Year's Day	1st Day of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	4th Day of July
Labor Day	1st Monday in September
Veteran's Day	11th Day of November
Thanksgiving Day	4th Thursday in November
Christmas Eve Day (half day)	24 th Day of December
Christmas Day	25th Day of December

Full-time employees shall receive eight (8) hours of holiday pay for full days and four (4) hours of holiday pay for half days at their regular rates of pay for the holidays observed.

Any work performed by an employee on any one of the days observed as a holiday shall be paid for at the rate of one and one-half (1½) times the employee's straight time hourly earnings in addition to the holiday earnings. The Library will close for the full day on Easter Sunday, but bargaining unit employees shall be unpaid and shall not receive holiday pay for such Easter closure. Employees scheduled to work on Easter Sunday will have their schedules flexed to ensure them of a forty (40) hour work week.

Premium pay for the time worked on a holiday does not count as hours actually worked for overtime purposes.

Section 19.2. Part-time employees normally working at least twenty (20) hours per week shall receive holiday pay prorated to the number of hours which they would normally be scheduled.

Section 19.3. Part-time employees not normally working at least twenty (20) hours per week or temporary employees do not receive holiday pay.

Section 19.4. If a holiday occurs while an employee is on approved Vacation Leave or approved Sick Leave, the employee will not be charged for the leave and will receive holiday pay.

Section 19.5. An employee in no-pay status (including a leave of absence, disciplinary suspension, etc.) or one who does not actually work a scheduled work day prior to or after a holiday shall not receive holiday compensation.

Section 19.6. If a holiday falls on a day when a full time employee is not scheduled to work, that employee may choose a compensated day off, with such day subject to the approval of the Director and within thirty (30) calendar days after the observed holiday.

ARTICLE 20
VACATION

Section 20.1. Full-time forty (40) hour a week employees are entitled to vacation with pay after one (1) year of service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
less than 1 year	0
1 year, but less than 5 years	96 hours
5 years, but less than 12 years	120 hours
12+ years	160 hours

Such vacation leave shall be accrued to employees between the employees' anniversary of employment each year at the following rates:

<u>Annual Vacation</u>	<u>Credited per 80 hours of work</u>
96 hours	3.6923 hours
120 hours	4.6153 hours
160 hours	6.1538 hours

Vacation credits are not earned while an employee is in no-pay status (leave of absence, layoff, disciplinary suspensions, etc.), nor while in overtime status.

Part-time employees normally scheduled to work twenty (20) hours per week or more are entitled to vacation credit pro-rated to the number of hours worked per pay period.

Section 20.2. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may request, in writing, to carry over one (1) year's accrual, not to exceed a total balance of two (2) year's accrual at any time, until the following anniversary date. Approval of the request is at the sole discretion of the Director. Vacation leave not taken within this period is forfeited, unless such vacation leave request is denied by the Employer due to operational concerns (whereby the Employer shall pay out such excess up to forty [40] hours).

Section 20.3. Vacation must be taken in units of one (1) hour or more.

Section 20.4. Vacation requests shall be subject to the following limitations:

- A. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.
- B. Vacation must be taken in units of one (1) hour or more.
- C. Vacation schedules for selection of vacation time shall be posted by the Employer between November 1 through December 31 for the following year, and each employee shall be entitled to pick by seniority within the department as to his or her desired time. Each person shall pick no more than one (1) week on each pick and the pick shall rotate until all employees have selected their vacations. An employee can only take off Friday and Monday one time a month for vacation. These posted vacations shall be approved or disapproved based upon seniority and operational needs.

Vacation days not scheduled pursuant to the above paragraph shall be approved or disapproved on a “first come-first served” basis and based upon operational needs.

Section 20.5. In an emergency situation, the Employer may recall an employee to duty.

Section 20.6. After one (1) year of continuous service, employees who resign or retire shall be paid for any earned but unused vacation.

Section 20.7. Part-time employees not normally scheduled to work twenty (20) hours per week or more are not entitled to vacation leave.

ARTICLE 21 **OTHER LEAVES**

Section 21.1. Personal Leave:

- A. Full-time employees and part-time employees normally working twenty (20) hours per week or more shall be eligible for one (1) day of personal leave during each of the following periods for a total of four (4) personal days per year:

1st Quarter – January 1 through March 31

2nd Quarter – April 1 through June 30

3rd Quarter – July 1 through September 30

4th Quarter – October 1 through December 31

- B. Part-time employees not normally working twenty (20) hours per week or more, and temporary employees, shall not receive personal leave.

- C. No employee is eligible to earn personal leave during his or her initial probationary period. An employee must have been in active pay status during the entire quarter preceding the one in which a personal day is earned to be eligible.
- D. Requests for personal leave must be submitted to the Director or designee a minimum of three (3) days prior to the date requested. The scheduling of personal leave is subject to the operational needs of the Library.
- E. Personal leave shall be taken in at least one (1) hour increments.
- F. Employees on approved personal leave shall be paid at their regular rate of pay for the number of hours which they would normally be scheduled to work.
- G. Any unused personal leave shall be forfeited.
- H. Personal leave is a benefit established for active employment only, and as such, upon separation of employment for any reason any unused personal leave shall be forfeited.

Section 21.2. Disability Leave:

- A. A physically incapacitated employee, who has exhausted his or her accumulated sick leave, vacation leave, and personal leave may request up to six (6) months of unpaid medical-disability leave. The employee shall present evidence as to the probable date on which he or she will be able to return to the same or similar position. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.
- B. The employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his or her job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he or she may provide the Employer with a physical examination report from any other licensed physician of his or her own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.
- C. Any appointment made to a position vacated by disability leave will be on an interim basis, and such employee must be made fully aware of its interim nature.
- D. The Employer shall send a written notice to the employee at least two (2) weeks prior to the expiration of his or her disability leave.

Section 21.3. Jury Duty: Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid his or her base rate of pay (not to exceed eight [8] hours per day) for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave. The employee shall remit to the Library all compensation received for such jury duty.

Section 21.4. Bereavement Leave: Any employee is eligible for bereavement leave without pay for up to four (4) days due to the death of a member of the employee's immediate family (immediate family defined in Article 22, Section 22.2). Any employee eligible for sick leave usage may, at the employee's option, substitute accumulated, unused sick leave for up to four (4) days of unpaid bereavement leave.

Section 21.5. Military Leave: Employees shall be granted military leave in accordance with applicable state or federal law.

Section 21.6. Family Medical Leave: Family and Medical Leave (FML) will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- A. To care for his or her own serious health condition;
- B. To care for his or her spouse, child, or parent who has a serious health condition; or
- C. Because of the birth, adoption or foster placement of a child.

The employee's available paid leave (e.g., sick leave, vacation leave, personal leave, etc.) must be exhausted prior to being placed on unpaid leave and is included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable.

It is intended that this Article comply with the FMLA of 1993 and the Employer may promulgate policies in furtherance of the FMLA that are not inconsistent with this agreement.

ARTICLE 22 **SICK LEAVE AND RELATED ABSENCES**

Section 22.1. Accrual:

- A. For each completed hour in active pay status, an eligible employee earns .0575 hours of sick leave. For purposes of this Article, eligible employees shall mean full-time employees and part-time employees normally working twenty (20) hours or more per week. Part-time employees not normally working twenty (20) hours or more, and temporary employees, shall

not accrue sick leave. Active pay status is defined as hours during which an employee is eligible to receive pay, such as hours worked, hours on vacation, hours on holiday leave, hours on personal leave, and hours on paid sick leave.

- B. The amount of sick leave time any one (1) employee may accrue is limited to nine hundred sixty (960) hours.

Section 22.2. Usage: Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee, or of a member of his or her immediate family;
- B. Exposure of the employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employee's immediate family;
- D. Medical, dental, or optical examinations or treatment of the employee or member of his or her immediate family; or
- E. Pregnancy, childbirth, and/or related medical conditions.

For purposes of this policy, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, legal guardian or other person who stands in the place of a parent, or other person in the same household with the approval of the Director.

Section 22.3. Requests for Sick Leave Approval:

- A. An employee requesting sick leave shall inform his or her supervisor of the fact and the reason within one-half (½) hour before his or her scheduled starting time. Employees must notify the Director or designee each day they will be absent due to illness or injury unless otherwise instructed by the Director due to extended illness. Failure to do so may result in denial of sick leave for the period of absence.
- B. If an employee sought medical attention for any authorized use of sick leave, as set forth in Section 2 of this Article, he or she must attach a medical practitioner's statement indicating the date and nature of the visit.
- C. Sick leave requests for the scheduled workday immediately before or after a holiday or vacation may be thoroughly investigated and only approved with satisfactory documentation or an exemplary attendance record.
- D. A doctor's certificate may be required to substantiate absences of three (3) or more consecutive days.

- E. Vacation leave may be used for sick leave purposes, at the employee's request and with the approval of the Director or designee, after sick leave is exhausted.
- F. Employees who have exhausted all sick leave, vacation leave, and Family Medical Leave credit, may be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 22.4. Payment:

- A. Sick leave shall be charged in minimum amounts of one (1) hour.
- B. Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they were working.
- C. If sick leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next paycheck.
- D. There shall be no payment for accrued but unused sick leave upon retirement or other separation from service.

Section 22.5. Abuse:

- A. Altering a physician's certificate or falsification of a written signed statement shall be grounds for immediate discharge.
- B. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action up to and including discharge.

ARTICLE 23
LAYOFF/RECALL

Section 23.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees and the Union fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss the impact of a layoff on bargaining unit employees with representatives of the Union.

Section 23.2. The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their system seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the shortest system seniority will be laid off first. The layoff order within each classification shall be as follows:

1. Part-time employees
2. Full-time employees

Section 23.3. An employee who is laid off, whether initially or as the result of a bump, may bump an employee with the least system seniority in a lower classification, provided the employee is qualified to perform the duties of the position/classification as determined in accordance with existing qualifications, or the employee may bump an employee with the least system seniority in any classification that he or she has previously held. "Qualified to perform duties" shall mean that the employee possesses the knowledge, skill, ability and qualifications to perform the essential functions of the job. "Lower classification" shall mean a classification with a lesser hourly base rate of pay.

Section 23.4. Any part-time employee laid off may bump into another part-time position in a lower-paid classification, as applicable.

Section 23.5. Employees who wish to bump into another position in accordance with this Article must notify the Employer, in writing, of such intent within five (5) working days of receipt of the layoff notice.

Section 23.6. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section 23.7. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 23.8. In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 24

NO STRIKE/NO LOCKOUT

Section 24.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the City of Wilmington and Clinton County, Ohio. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work

slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer.

- B. The Union will make every reasonable effort to prevent or terminate violations of this Pledge.
- C. Any employee who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Employer, provided, however, that the question of such participation shall be subject to the Grievance procedure.
- D. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 25

WAIVER OF NEGOTIATIONS

Section 25.1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/ negotiations and that the understandings of that right and opportunity are set forth in this Agreement. For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 25.2. This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such board or court pending a final determination as to its validity, the remainder of this Agreement and any addendums thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 26.2. This Agreement supersedes and replaces all statutes, rules and regulations which it has the authority to supersede and replace. No section of the Civil Service laws contained in Ohio

Revised Code Section 124.01 through 124.56, Section 9.44, and Section 325.19 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 27
DURATION

Section 27.1. The provisions of this Agreement shall be effective on July 30, 2016, and shall remain in full force and effect through 11:59 p.m., July 29, 2019.

ARTICLE 28
PERS PICKUP

Section 28.1. The Employer agrees to implement a Salary Reduction Plan for P.E.R.S. contributions effective January 1, 2002, paid on behalf of the employees and at no cost to the Employer.

ARTICLE 29
TUITION REIMBURSEMENT

Section 29.1. The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training the Employer deems necessary for the performance of the employees' presently assigned duties. If the Employer deems the training necessary, the employees shall attend such training.

Section 29.2. Employees required by the Employer and/or authorized in writing to participate in job-related training during normal working hours shall not suffer loss of wages or benefit, but shall only be eligible for up to eight (8) hours of wages, including travel time.

Section 29.3. The Employer agrees that:

1. Tuition reimbursement or payment will be considered only for job-related courses, as determined by the Employer.
2. The employee must submit a request, in writing, including the name of the institution, a description of the course, and the cost.
3. Courses must be approved in advance by the Director or designee.
4. The employee must submit a transcript or evidence that the course was taken and successfully passed.
5. Providing the above criteria is met, reimbursement or payment shall be made within

sixty (60) calendar days.

6. In consideration of the above payments, each employee is expected to work for the Library for not less than one (1) year following the Employer's payment. If the employee is discharged or separates from employment with the Employer within one (1) year of reimbursed courses, he or she shall repay the Library, through payroll deduction and other repayment schedules, as follows:

<u>Date of Termination</u>	<u>Percent to Pay Back to Library</u>
0-6 months	100%
7-9 months	75%
10-12 months	50%

Section 29.4. Full months only will be counted in calculating the number of months worked. Further, any employee leaving the Library service prior to completing a course shall not be entitled to any tuition reimbursement.

ARTICLE 30 HEALTH AND SAFETY

Section 30.1. Management, the Union, and the employees pledge to comply with all State regulations and standards as developed pursuant to OSHA. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 30.2. Employees are responsible for reporting unsafe working conditions or practices to their supervisor as soon as said unsafe condition or practice becomes known. Employees are responsible for properly using and caring for facilities, equipment, and supplies provided by the Employer.

Section 30.3. All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint and respond to the employee as soon as practicable. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards.

If the employee is not satisfied with the Director's response and believes an unsafe working condition still exists, the employee may request that the issue be submitted to the Labor/Management Committee for review. A Labor/Management Committee meeting will be convened as soon as practicable.

ARTICLE 31

PERSONNEL FILES

Section 31.1. Each employee may inspect her personnel file maintained by the Employer within three (3) workdays after submission of the request to the Director or designee and shall, upon request, receive a copy of any documents contained therein. If an employee requests more than one (1) copy of his or her file or if the number of copies he or she requests exceeds fifty (50) pages, the employee shall bear all costs associated with duplication of the documents, and the Employer shall not be required to pay the employee or to lose the employee's services as a result of this activity.

Section 31.2. All actions of record including disciplinary actions shall be maintained in the employees' files. Bargaining unit members may add rebuttal to any disciplinary action within ten (10) calendar days of the imposition of the disciplinary action.

Section 31.3. Retention of items in personnel files shall be determined by State and Federal law. Further, all items defined by the Ohio Revised Code as public information, shall be available to the public from an employee's personnel file. The parties to the Agreement acknowledge that this Article is intended to comply with §149.43 of the Ohio Revised Code.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2016.

FOR THE WILMINGTON PUBLIC LIBRARY

FOR THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE) AFSCME LOCAL 4, AFL-CIO AND ITS LOCAL 316

Nancy Ehas
Director

Jim Tackett
OAPSE Field Representative

Brett A. Geary
Labor Relations Consultant

Sherri Clark
Negotiating Team Member

BOARD OF TRUSTEES

Brenda Drake
Negotiating Team Member

Board President

Kat McKay
Negotiating Team Member

APPROVED:

Clinton County Prosecutor

Approved and journalized by the Wilmington Public Library Board of Trustees on _____, 2016.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 21st day of December, 2016.

FOR THE WILMINGTON PUBLIC
LIBRARY
(OAPSE)

Nancy P Ehas
Nancy Ehas
Director

Brett A Geary
Brett A. Geary
Labor Relations Consultant

BOARD OF TRUSTEES

[Signature]
Board President

APPROVED:

[Signature]
Clinton County Prosecutor

FOR THE OHIO
ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES

AFSCME LOCAL 4, AFL-CIO AND ITS
LOCAL 316

Jim Tackett
Jim Tackett
OAPSE Field Representative

Sherri Clark
Sherri Clark
Negotiating Team Member

Brenda Drake
Brenda Drake
Negotiating Team Member

Kat McKay
Kat McKay
Negotiating Team Member

Approved and journalized by the Wilmington Public Library Board of Trustees on _____
_____, 2016.

APPENDIX A
JOB CLASSIFICATIONS

Page

Circulation Associate

Reference Associate

Custodian

Facilities Maintenance

Maintenance/Custodian (The Parties agree to submit a Joint Petition to Amend the Certification to include this position in the bargaining unit)

APPENDIX B

ATTENDANCE

1. Absences are to be reported directly to the Director. When the Director is unavailable, the employee receiving the call is to place a phone message in the Director's phone message box immediately after receiving the call.
2. Employees are expected to work the reference and circulation desks according to the master schedule. Adjustments to the schedule to cover absences and/or special library assignments may be worked out among the staff, but basic changes in the schedule must be approved by the Director.
3. Employees may not leave the library premises during their regularly scheduled working hours without the permission of the Director or the employee in charge. This includes, but is not limited to, the conduct of library business, such as storytimes, delivery of library materials, purchase of library supplies, etc.
4. Employees may leave the Library premises during their meal break. Employees may not leave the library premises during any fifteen (15) minute work break without permission of the Director or the employee in charge.
5. Employees may not work in the building before or after their regularly scheduled hours unless they have permission of the Director or the employee in charge.
6. Employees who leave the work place early due to illness or injury must report to the Director or the employee in charge before they leave the premises, unless leaving is an emergency or other conditions make such reporting impossible.

**APPENDIX C
WILMINGTON PUBLIC LIBRARY
WAGE SCALE**

Bargaining unit employees employed on July 30, 2010, shall be entitled to the wage increases as set forth in Article 18 (Wages), Sections 18.2-18.4 and the longevity as set forth in Section 18.8, with longevity rolled into base pay. Such employees shall be subject to the rates listed in the table below upon meeting advanced education and/or experience requirements. All new employees hired on or after July 31, 2010, shall be subject to the rates listed in the table below and shall not have the longevity set forth in Section 18.8 rolled into their base rates of pay. An employee designated as a “floater” shall be paid according to his or her job assignment. If the State of Ohio or the Federal Minimum Wage rate increases during the term of this agreement, the parties may agree to modify the wage rates below or either party may re-open the agreement to negotiate appropriate wage rates.

	Min. Education Required	2016-2017	2017-2018	2018-2019
Page	No experience	State/Federal Min. Wage*	State/Federal Min. Wage*	State/Federal Min. Wage*
Circulation Associate	0-2 years experience	9.96	10.26	10.57
	2 -5 years experience	11.26	11.60	11.95
	5-10 years experience	11.92	12.28	12.65
	Associates Degree or 10 or more years	12.60	12.98	13.37
Reference Associate	0-2 years experience	12.60	12.98	13.37
	2 - 5 years experience	13.05	13.44	13.84
	5 years or more	13.78	14.19	14.62
	Bachelor Degree	14.46	14.89	15.34
Custodian	High School or GED	10.75	11.07	11.40
Maintenance/Cust.	High School or GED	14.80	15.24	15.70
Facilities Maintenance	High School or GED	18.83	19.39	19.97
		3% increase	3% increase	3% increase

* Whichever is higher

APPENDIX D

EMERGENCY RESPONSE PLAN

The Parties agree to conduct labor-management meetings in order to develop an emergency response plan.

MEMORANDUM OF UNDERSTANDING

The Wilmington Public Library (Employer) and the Ohio Association of Public School Employees (OAPSE), Local 316 (Union) agree to the following:

The wage rates agreed upon in Appendix C affect only employees in the classifications listed who are at or below the applicable rate and newly hired, transferred, or promoted employees. Current employees who are above the rates agreed upon will not be affected by the new scale. In the classification of Circulation Associate, Sherri Clark is red-lined. The named red-lined employee remains eligible for the general increases and longevity pay as provided in Article 18.